

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: July 21, 2009

☒ Consent
☐ Ordinance

☐ Regular
☐ Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Agreement with Arthur R. Marshall, Jr. Foundation and Florida Environmental Institute, Inc. for the period July 21, 2009, through August 1, 2010, in an amount not-to-exceed \$3,000 for Torry Island tree planting projects.

Summary: This funding is to assist with costs for tree planting projects at Belle Glade's Torry Island. Approximately 250 students and 250 adults participate in these projects. The Agreement allows for the reimbursement of eligible project costs incurred subsequent to April 1, 2009. Funding is from the Recreation Assistance Program (RAP) District 6 Funds. District 6 (AH)

Background and Justification: The Arthur R. Marshall, Jr. Foundation and Florida Environmental Institute, Inc.'s mission is to develop, promote, and deliver science-based environmental education and public outreach programs that are central to the restoration of the Everglades ecosystem and its historic "river of grass". The objective of the Torry Island tree planting projects is to restore the greater Everglades eco-system on Torry Island by planting native pond apple trees. The pond apple trees will provide native habitat created for Everglades plants and animals, improve Lake Okeechobee water quality, improve the island's ability to sustain high and low water events, make Torry Island an eco-tourism destination, and give youth and adults a chance to participate in an environmental restoration project.

The anticipated cost of the tree planting projects is approximately \$50,000 for transportation and delivery of trees, site-clearing, planting supervision, and other miscellaneous expenses. The \$3,000 from District 6 RAP funding will help offset a portion of this cost. The Agreement has been executed on behalf of Arthur R. Marshall, Jr. Foundation and Florida Environmental Institute, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by: 

Department Director

6/26/09
Date

Approved by: 

Assistant County Administrator

7/16/09
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	<u>3,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>3,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>				

Is Item Included in Current Budget? Yes X No
Budget Account No.: Fund 3600 Department 583 Unit R906
Object 8201 Program N/A

B. Recommended Sources of Funds/Summary of Fiscal Impact:

FUND: Park Improvement Fund/Recreation Assistance Program
UNIT: RAP/District 6

Contributions-Non-Govts Agnces	3600-583-R906-196-8201	\$3,000
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C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

OFMB *7/18/09* *7/18/09* *7/18/09* *7/18/09*

Irwin L. Jacobowitz 7/14/09
Contract Development and Control
6/29/09

B. Legal Sufficiency:

This Contract complies with our contract review requirements.

Anne Helgen 7/15/09
Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 10/95
ADM FORM 01

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**AGREEMENT BETWEEN PALM BEACH COUNTY AND ARTHUR R. MARSHALL,
JR. FOUNDATION AND FLORIDA ENVIRONMENTAL INSTITUTE, INC. FOR TORRY
ISLAND TREE PLANTING PROJECTS**

THIS AGREEMENT is made and entered into on _____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County", and Arthur R. Marshall, Jr. Foundation and Florida Environmental Institute, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "Foundation".

W I T N E S S E T H:

WHEREAS, Foundation is a not-for-profit organization whose mission is to develop, promote, and deliver science-based education and public outreach programs that are central to the restoration of the Everglades ecosystems and its historic River of Grass; and

WHEREAS, Foundation is sponsoring Torry Island tree planting projects to restore the greater Everglades ecosystem by organizing approximately two hundred and fifty (250) students and two hundred and fifty (250) adult volunteers to plant native wetland trees on Torry Island; and

WHEREAS, the tree planting projects will create native habitat for Everglades plants and animals, improve water quality in Lake Okeechobee, improve the island's ability to withstand high and low water events, beautify Torry Island and make it an eco-tourism destination to bolster economy of the Glades communities, and give citizens a chance to participate in Everglades restoration; and

WHEREAS, the total cost of the tree planting projects is estimated to be approximately \$50,000 for tree purchase and delivery, site-clearing, planting, supervision by an arborist, and other miscellaneous expenses relating to the tree planting project; and

WHEREAS, Foundation has requested that County provide \$3,000 to offset expenses for the tree planting project; and

WHEREAS, funding for the tree planting project in an amount not-to-exceed \$3,000 is available from the Recreation Assistance Program (RAP) District 6; and

WHEREAS, community environmental and ecological projects are deemed a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

NOW THEREFORE, in consideration of the covenants and promises contained herein, the parties hereby agree to the following terms and conditions:

1. County agrees to fund an amount not to exceed \$3,000 to Foundation for the tree planting project for tree purchase and delivery, site-clearing, and planting, supervision by an arborist, and other miscellaneous expenses relating to the tree planting project, as set forth in Exhibit "A", attached hereto and incorporated herein, hereinafter referred to as the "Project".

2. County will use its best efforts to provide said funds to Foundation on a reimbursement basis within forty-five (45) days of receipt of the following information:

a. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement; and

b. A Contract Payment Request Form and a Contractual Services Purchases Schedule Form attached hereto and made a part hereof as Exhibit "B", which are required for each and every reimbursement requested by Foundation. Said information shall list each invoice paid by Foundation and shall include the vendor invoice number; invoice date; and the amount paid by Foundation along with the number and date of the respective check or proof of payment for said payment. Foundation shall attach a copy of each vendor invoice paid by Foundation along with a copy of the respective check or proof of payment and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule. Further, Foundation's Program Administrator and Project Financial Officer shall certify the total funds spent by Foundation on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Foundation and approved by Foundation as indicated.

3. Foundation incurred expenses for the Project beginning on April 1, 2009. Those costs incurred by Foundation for the Project, approved and submitted accordingly by

Foundation subsequent to April 1, 2009, are eligible for reimbursement by County pursuant to the terms and conditions hereof.

4. RAP funds may be used as a match for other local, state, or federal grant programs, but Foundation may not submit reimbursement requests for the same expenses to the County as other fund sources to receive duplicate reimbursement for the same expenses.

5. Foundation warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

6. Foundation agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity, or expression.

7. Foundation shall be responsible for the operation and maintenance of the Project, including all associated costs.

8. The term of this Agreement shall be until August 1, 2010, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event Foundation is in default of its obligations under this Agreement, the County shall provide Foundation thirty (30) days written notice to cure the default. In the event Foundation fails to cure the default within the thirty (30) day cure period, the County shall have no further obligation to honor reimbursement requests submitted by Foundation for the Project deemed to be in default and Foundation shall return any County RAP funds already collected by Foundation for that Project.

10. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the County, without cause, upon thirty (30) days prior written notice to the other party. This Agreement may be terminated by the County with cause, upon expiration of the thirty (30) day cure period provided for in Section 9 above.

11. Foundation shall complete the Project by May 1, 2010, and invoices and checks submitted for reimbursement must be dated within the project time frame of April 1, 2009,

through May 1, 2010. Foundation shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before August 1, 2010. Upon written notification to County at least ninety (90) days prior to that date Foundation may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Foundation's request for said extension.

12. In the event Foundation ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of this Agreement shall be retained by County, and County shall have no further obligation to honor reimbursement requests submitted by Foundation. The determination that Foundation has ceased or suspended the Project shall be made by County and Foundation agrees to be bound by County's determination.

13. Foundation agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. In entering into this Agreement, Palm Beach County does not waive the requirements of any County or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by Foundation. Failure to comply may result in County's refusal to honor reimbursement requests for the Project.

14. County reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit 'A'.

15. It is understood and agreed that Foundation is merely a recipient of County funding and is an independent contractor and is not an agent, servant or employee of County or its Board of County Commissioners. It is further acknowledged that the County only contributes funding under this Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against County or any of its officers, agents or employees, Foundation shall indemnify, save and hold harmless and defend the County, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any act

or omission of Foundation, its agents, servants and/or employees in the performance of this Agreement. The foregoing indemnification shall survive termination of this Agreement.

In consideration for reimbursement of costs incurred prior to the term of this Agreement, the foregoing indemnification shall apply not only during the term of this Agreement but also for the period prior to the Agreement for which Foundation is eligible to receive reimbursement from the County.

16. Foundation shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein. Foundation shall agree to provide the County with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as County's review and acceptance of insurance maintained by Foundation are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Foundation under this Agreement.

Commercial General Liability. Foundation shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. Foundation shall provide this coverage on a primary basis.

Worker's Compensation Insurance & Employer's Liability. Foundation shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statutes Chapter 440. Foundation shall provide this coverage on a primary basis.

Additional Insured. Foundation shall endorse the County as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." Foundation shall provide the Additional Insured endorsements coverage on a primary basis.

Waiver of Subrogation. Foundation hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Foundation shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy when a condition to the policy specifically prohibits such an endorsement, or voids coverage should Foundation enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance. Prior to execution of this Agreement by the County, Foundation shall deliver to the County a Certificate(s) of coverage evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. Certificate holder's address shall read Palm Beach County, c/o Parks and Recreation Department, 2700 Sixth Avenue South, Lake Worth, FL 33461, Attention: Administrative Support Manager.

Right to Review. County, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Agreement. County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

17. Upon request by County, Foundation shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

18. Foundation shall maintain books, records, documents and other evidence

that sufficiently and properly reflect all costs of any nature expended in the performance of this Agreement for a period of not less than five (5) years. Upon advance notice to Foundation, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

19. The County and Foundation may pursue any and all actions available under law to enforce this Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

20. This Agreement shall be governed by the laws of the State of Florida and any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County.

21. As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, Foundation certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty six (36) months immediately preceding the date hereof. This notice is required by Section 287.133 (3) (a), Florida Statutes.

22. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

23. Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. mail. All notices shall be addressed to the following:

As to the County:

Director of Parks and Recreation
Palm Beach County Parks and Recreation Department
2700 Sixth Avenue South
Lake Worth, Florida 33461

As to Foundation:

President
Arthur R. Marshall, Jr. Foundation and Florida Environmental Institute, Inc.
P.O. Box 2620
Palm Beach, FL 33480

24. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

IN WITNESS WHEREOF, the undersigned parties have signed this Agreement on the date first above written.

ATTEST:
SHARON R. BOCK, Clerk & Comptroller

By: _____
Deputy Clerk

WITNESSES:

Dusan W. Jozic
Teronica Kenneth

PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Commissioner John F. Koons, Chairman

THE ARTHUR R. MARSHALL, JR. FOUNDATION AND FLORIDA ENVIRONMENTAL INSTITUTE, INC.
EIN Number: 65-0819331

By: Joetta G Kaufman
Name (Type or Print)

Title: Executive Director

By: Joetta G Kaufman
Signature

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: Dennis L. Eshleman
Dennis L. Eshleman, Director
Parks and Recreation Department

**Recreation Assistance Program (RAP)
Exhibit "A" to Agreement**

Name of Agency: Arthur R. Marshall, Jr. Foundation and Florida Environmental Institute, Inc.

Mailing Address: P.O. Box 2620, West Palm Beach, FL 33480

Federal Employer Identification Number: 650819331

Name of President: *Nancy Marshall*

Name of Executive Director: *Josette G. Kaufman*

Project Liaison Information:

Name: *Josette Kaufman*

Telephone #: *561-805-8733*

Fax #: *561-805-7359*

e-mail: *Josette@ArtMarshall.com*

Purpose/Mission of Agency: *to develop promote and deliver science based education & public outreach programs that are central to the restoration of the Everglades ecosystem & its historic River of Grass.*

PROJECT INFORMATION

1. Name of Project: 2009 Torry Island Tree Planting Event

2. Project Description

- General (Project Scope): *To restore the greater Everglades eco-system on Torry Island by planting native pond apple trees*

- Public Purpose:

To create native habitat for Everglades plants & animals, improve Lake Okechobee water quality, improve island's ability to sustain high/low water events, make Torry Island an eco-tourism destination, and give citizens a chance to participate in restoration.

- Location and Date: *Fall/2009 & Spring 2010*

Spring

- Anticipated Number of Participants/Users:

150 students; 250 adults

3. Project Elements: List anticipated broad categories of Expenditure Items such as capital outlay, contractual services, personnel costs, operational expenses, equipment, and "Other Miscellaneous Project expenses". Do not include expenditure line item budget/ amounts.

tree purchase including transportation and delivery, site-clearing, planting supervision, and other miscellaneous expenses relating to the project.

4. Estimated Lump Sum Total for Project: \$ 50,000

5. Project Initiation date (date of first invoice for which reimbursement will be requested) and anticipated End date (date which project will be completed and all invoices paid). 4/1/09 to 5/1/10

Note: Invoices and copies of proof of payment documents will be required for Project/Program reimbursement after the RAP Agreement is approved by the Board of County Commissioners. Do not submit reimbursement documentation at this time. After the Agreement is approved, and the reimbursement request is submitted, all invoices and checks must be dated within the stated project time frame AND Categories for Project Elements must be listed in Section 3 above in order to be eligible for RAP reimbursement.

6. Required Attachment:
Certificate of Insurance ✓

Amount of Recreation Assistance Program Funding awarded

\$ 3,000

District 6

(filled in by County)

Form available online by request. Contact Susan Yinger at syinger@pbcgov.com



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

EXHIBIT B

CONTRACT PAYMENT REQUEST

Date _____

Grantee: _____ Project Name: _____

Submission #: _____ Reimbursement Period: _____

Item	Key	Project Costs This Submission	Cumulative Project Costs
Contractual Services	(C)	_____	_____
Salary & Wages (% of salaries)	(S)	_____	_____
Materials, Supplies, Direct Purchases	(M)	_____	_____
Equipment	(E)	_____	_____
Travel	(T)	_____	_____
Indirect Costs	(I)	_____	_____

TOTAL PROJECT COSTS

=====

Key Legend

C = Contractual Services
S = Salary & Wages
M = Materials, Supplies, Direct Purchases
E = Equipment
T = Travel
I = Indirect Costs

Certification: I hereby certify that the above expenses were incurred for the work identified as being accomplished in the attached progress reports.

Certification: I hereby certify that the documentation has been maintained as required to support the project expenses reported above and is available for audit upon request.

Administrator

Date

Financial Officer

Date

PBC USE ONLY

County Funding Participation	\$	_____
Total Project Costs To Date:	\$	_____
County Obligation To Date	\$	_____
County Retainage (_____ %)	\$	_____
County Funds Previously Disbursed	\$	_____
County Funds Due this Billing	\$	_____

Reviewed and Approved By: _____

PBC Project Administrator

Date

Department Director

Date



Key Legend
C = Contractual Services
S = Salary & Wages
M = Materials, Supplies, Direct Purchases
E = Equipment
T = Travel
I = Indirect Costs

PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT
CONTRACTUAL SERVICES PURCHASE SCHEDULE

EXHIBIT B

_____ Date _____

Grantee: _____

Project Name: _____

Submittal #: _____

Contract Reimbursement Period: _____

#	Payee (Vendor/Contractor)	Check or Voucher		Invoice		Amount	Expense Description
		Key	Number	Number	Date		
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
						TOTAL \$	

Certification: I hereby certify that the purchases noted above were used in accomplishing this project.

Certification: I hereby certify that bid tabulations, executed contract, cancelled checks, and other purchasing documentation have been maintained as required to support the costs reported above and are available for audit upon request.

Administrator

Date

ACORD CERTIFICATE OF LIABILITY INSURANCE						DATE (MM/DD/YYYY) 7/16/2008	
PRODUCER (561)832-1144 FAX: (561)832-1140 Kurit and Abrams Insurance Services, Inc. 319 Clematis Street Suite 119 West Palm Beach FL 33401				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED Arthur R Marshall Foundation 2806 S. Dixie Hwy West Palm Beach FL 33405				INSURERS AFFORDING COVERAGE INSURER A: Century Surety INSURER D: United States Liability INSURER C: INSURER E: INSURER F:		NAIC #	
COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CCP483771	6/7/2008	6/7/2009	EACH OCCURRENCE	\$ 1,000,000	
	DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 50,000		
	MED EXP (Any one person)				\$ 2,000		
	PERSONAL & ADV INJURY				\$ 1,000,000		
	GENERAL AGGREGATE				\$ 2,000,000		
					PRODUCTS - COMP/OP ARG	Excluded	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$	
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - FA ACCIDENT	\$	
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				OTHER THAN AUTO ONLY - FA ACC	\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				EACH OCCURRENCE	\$	
	OTHER Directors & Officers EPLI	9907573A	9/4/2007	9/4/2008	AGGREGATE	\$	
					WC STATUTORY LIMITS	\$	
					E.L. EACH ACCIDENT	\$	
					E.L. DISEASE - EA EMPLOYEE	\$	
					E.L. DISEASE - POLICY LIMIT	\$	
					EACH OCCURRENCE	\$1,000,000	
					GENERAL AGGREGATE	1,000,000	
						\$250,000	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS							

CERTIFICATE HOLDER**CANCELLATION**

Palm Beach County Board of County Commiss
 Department of Parks and Recreations
 2700 6th Avenue South
 Lake Worth, FL 33461

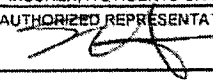
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)
 INS025 (01/08) 08a

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Page 1 of 2

ACORD CERTIFICATE OF LIABILITY INSURANCE					DATE (MM/DD/YYYY) 12/7/2007	
PRODUCER (561)832-1144 FAX: (561)832-1140 Kurit and Abrams Insurance Services, Inc. 319 Clematis Street Suite 119 West Palm Beach FL 33401				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED Arthur R Marshall Foundation 2806 S. Dixie Hwy West Palm Beach FL 33405				INSURERS AFFORDING COVERAGE		NAIC #
				INSURER A: Century Surety		
				INSURER B: Darwin National Assurance		
				INSURER C:		
				INSURER D:		
				INSURER E:		
COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR/ADD'L LTR/INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	CCP551831	6/25/2009	6/25/2010	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 2,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$ Excluded
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG	\$
	EXCESS/UMBRELLA LIABILITY					
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE	\$
	<input type="checkbox"/> DEDUCTIBLE				AGGREGATE	\$
	<input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E L EACH ACCIDENT	\$
	If yes, describe under SPECIAL PROVISIONS below				E L DISEASE - EA EMPLOYEE	\$
					E L DISEASE - POLICY LIMIT	\$
B	OTHER Directors & Officers EPLI	NDO1044003D	9/4/2008	9/4/2009	EACH OCCURRENCE	\$1,000,000
					GENERAL AGGREGATE	1,000,000
						\$250,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS						
CERTIFICATE HOLDER				CANCELLATION		
Palm Beach County Board of County Commiss Department of Parks and Recreations 2700 6th Avenue South Lake Worth, FL 33461				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.		
				AUTHORIZED REPRESENTATIVE 		



Arthur R. Marshall Foundation & Florida Environmental Institute, Inc.

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The mission of the Arthur R. Marshall Foundation is to develop, promote, and deliver science-based education and public outreach programs central to restoration of the greater Everglades ecosystem.

May 6, 2009

To: Dennis Eshleman, Director Parks & Recreation

From: Arthur R. Marshall Foundation

RE: Additional requirements for 2009 Torrey Island Planting event

Please accept this letter as official documentation that the Marshall Foundation is not required by the State of Florida to carry workers compensation insurance. The Marshall Foundation does not own and or use any company vehicles so there is also no auto insurance coverage.

If you require any additional information please feel free to contact me at 561-805-8733 or Josette@artmarshall.com